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275. Page C.2-14 of 32; C.2.4.2.b): “GCEP b) Disposition stored wastes and materials in the GCEP facilities and materials generated by the GCEP Disassembly Contractor to other locations on site or disposition to an off-site disposal facility.” a. To help us understand our interface with the GCEP Disassembly Contractor, would DOE provide us the planned statement of work for the Disassembly Contract?

Answer: a. The SOW for the GCEP Disassembly contractor is located in the LCB WBS dictionaries that are posted on the Remediation Web Site. The WBS elements are 05.04.03.03.30 (X-3001 GCEP Cleanout) all scope included with the exception of the first line, and 05.04.03.03.35 (X-3002 Heating Plant Enclosure).

276. Would DOE provide any available information regarding the type and quantity of Asbestos Containing Material in the facilities to be demolished?

Answer: There has not been a comprehensive asbestos survey at Portsmouth. However, two comprehensive asbestos building inspections (X-615 and X-770) documents will be posted to the Remediation Web Site.

277. Page C.2-14 of 32; C.2.4.2 GCEP: Items a) through e) are covered in either PBS PO-0013 or PBS PO-0041. Item f) Disposal of all waste and material generated in compliance with C.2.2. Funding does not appear adequate in PO-0041 to pay for disposition of centrifuge assemblies. We note differences between a number of activities specified in the Statement of Work that we cannot find anywhere in the provided PBS. Please clarify.

Answer: The funding is believed to be adequate for disposition of waste identified in C.2.4.2. It is recognized that this may be dependent upon the offeror’s technical approach, specific to this area or overall technical approach and it is possible, the offeror could propose an approach that would not make this possible and therefore, not compliant with the terms and conditions of the solicitation regarding disposition.

The PBSs are written at a high level to cover a broad scope of activities. The activities in the SOW for this solicitation are funded activities that are included in the PBSs. The offerors should structure their proposal to include all of the work scope into the existing PBS structure.

278. [Paducah] Will the contractor assume any liability for outstanding claims or REAs as a result of management of the metals disposition subcontract?

Answer: The Remediation contractor will not automatically be required to assume any liability for outstanding claims and Requests for Equitable Adjustment (REAs). These items will be reviewed and addressed by the new contractor during the transition period. For proposal preparation purposes, offerors should prepare proposals based upon the assumption that there are not any requests for equitable adjustments or if any, that the requests for equitable adjustments will be resolved

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before the new contractor assumes the subcontract. Also see the answer to question 268.

279. Will DOE please provide a map showing radiological postings for the Portsmouth site?

Answer: A map of the radiological postings for Portsmouth has been posted to the Remediation Web Site.

280. For disposal activities, we understand that other existing DOE contracting mechanisms are available for use. The funding profiles appear as if DOE has withheld the disposal funding in a separate funding pool. Please verify that disposal costs are not included in the target funding profiles provided in the RFP.

Answer: The DOE has not withheld funding for waste disposal costs and the waste disposal costs are included in the funding profile(s). Waste disposal costs will be included in Target Cost. The DOE does not guarantee the availability of the “existing DOE contracting mechanisms” throughout the term of the contract(s).

281. In Amendment 2, DOE has increased the number of Key Personnel that can be designated in the proposal from 3 to 5. How will this affect orals? Will we be allowed to bring the 5 Key Personnel to the orals or will we still be limited to 3 Key Personnel actively participating in the orals? Will DOE increase the amount of time for orals or will the time remain the same?

Answer: The same people and number of people who are proposed as Key Personnel shall participate in the oral interviews. The time as stated in the RFP will not be revised at this time.

282. It is our understanding that BJC presently has approximately 100 personnel housed in an off-site office building. Will this space be made available to the Remediation contractor? Will the Infrastructure contractor be responsible for the rent and upkeep of the space?

Answer: No off-site space will be provided by the Government. The Remediation contractor is responsible to obtain its own space for personnel if necessary, over and above the facilities assigned to the Remediation contractor(s) identified in Section J, Attachments 8.1 and 8.2. The Infrastructure contractor is only responsible for the S&M and janitorial for the areas identified in Section J. Attachments 8.1 and 8.2.

283. Has DOE set a time and date for orals? What will be the agenda for orals? Will each Key Person have a set amount of time to respond to questions? Will the Key Person be able to make a brief personal introduction of their capabilities and experience without a subsequent time penalty? (i.e., Should the Key Personnel be prepared to give a brief introduction of themselves, their capabilities and their roles and responsibilities as proposed?)

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Answer: Information regarding the oral interviews will be transmitted by written correspondence from the Contracting Officer after receipt of proposals. Specific times and dates have not been determined. It is DOE's intention to have the Key Personnel respond to questions (that will not be provided in advance) rather than presenting a prepared briefing or providing capabilities/experience other than in response to questions. The entire interview period will count toward the specified time limit stated in the RFP.

284. [Portsmouth] C2.5.2 Work to be Performed (Portsmouth). This section states that the contractor shall perform all activities to: a) Disposition the existing uranium materials either through reuse, sales or disposal of the material. Exhibit C.2.0.3 identifies a milestone for C.2.5 as "Final disposition of uranium materials" by 9/30/09. Section C2.0.2, General End State Requirements, says nothing with regard to disposition of the Uranium materials identified in Section C.2.5.2 and Exhibit C2.0.3. Please clarify the meaning of "disposition" in regards to what DOE desires as the end-state of the existing uranium materials stored at the Portsmouth? Are we to assume that DOE desires that the reuse, sales, or disposal of all of these materials is completed by 9/30/09? What is the funding source for this scope of work?

Answer: The desired end-state for the C.2.5.2 uranium materials disposition is reuse or sale of the material by 9/30/09. These activities are included in the target cost of this RFP. An amendment was issued to delete "disposal" from C.2.5.2a).

285. [Portsmouth] L.17.(b) I Technical Approach, Integration and Schedule. This section requires that, "The offeror shall describe its technical approach to address all SOW activities for the proposed site." The paragraph goes on to state, that, "In particular, the offeror shall address in more detail its work processes, methods, and innovations for the follows SOW activities:" and then lists four SOW sections. Is the offeror to describe its approach to "all" SOW elements, C.2.1 through C.2.7, but address the four listed SOW elements in greater detail?

Answer: Yes.

286. [Portsmouth] L.17.(b) I Technical Approach, Integration and Schedule. It is stated in this sections that, "The offeror shall describe its technical approach to address all SOW activities for the proposed site." SOW section C.2.7, Project Support, lists the support functions required to execute the technical activities listed in sections C.2.1 through C.2.6. Are the offerors to provide a technical approach to execute the support activities in section C.2.7?

Answer: Offerors are to describe how they propose to meet the requirements of Section C.2.7.

287. Clarification on Amendment #2, page 5, response #14. The referenced section "C.2.7.9. Computer/Radio/Telephones", the C.2 indicates that it is a Portsmouth

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responsibility, yet in the text "use at Paducah" is used. Please clarify which site is the correct site, Paducah or Portsmouth.

Answer: The Section C.2.7.9 should state "Portsmouth." The correction was corrected in an amendment.

288. [Portsmouth] The current Life Cycle Baseline Schedule provided on the RFP Website indicates that the IFR Project has a baseline start date of October 1, 2002 and a baseline completion date of September 2, 2008. It also indicates that the following activities should be completed and documents issued: 1.) Facility Utilization Study: DOE-HQ approved study shows a baseline completion date of September 30, 2003. 2.) Inactive Facility Execution Plan: Issued to DOE-HQ by August 13, 2003. 3.) EE/CA: EE/CA development activities scheduled to start on October 1, 2003 issuing an EE/CA Notification Letter to Stakeholders and holding a Stakeholder's Meeting by December 29, 2003.

Answer: These documents are referenced as projected accomplishments for FY03 and FY04 in the BJC Life Cycle Baseline and have not been developed to date. Therefore, the documents are not available. Offerors are reminded that the BJC Life Cycle Baseline is for informational purposes only.

289. [Portsmouth] A thorough review of the PORTS PEIC has been unsuccessful at turning up copies of any of these documents. Therefore, it is requested that DOE provide an updated status of the PORTS IFR Project.

Question 1.) Has the PORTS IFR Project Facility Utilization Study been prepared and issued as a DOE-HQ approved document? If so, would DOE please provide a copy?

Question 2.) Has the PORTS IFR Project Execution Plan been prepared and issued to DOE-HQ? If so, would DOE please provide a copy?

Question 3.) Has the development of the PORTS IFR Project EE/CA been initiated as delineated on the PORTS Life Cycle Baseline Schedule? If so, would DOE please provide the current status with respect to stakeholder notification, EE/CA sampling, and EE/CA writing?

Answer: These documents are referenced as projected accomplishments for FY03 and FY04 in the BJC Life Cycle Baseline and have not been developed to date. Therefore, the documents are not available. Offerors are reminded that the BJC Life Cycle Baseline is for informational purposes only.

290. We are requesting a general foci requirements form. Can you direct us to a website that will provide this. Thank you.

Answer: See Section I, Clause I.112 for the instructions. The form is provided in Section J, Attachment 10 of the RFP. Section L.16 of the RFP provides a web site

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address for a version of the form that can be completed/filled out.

291. Regarding Amendment 0003, will Clause B.2.8 be modified as B.1.8 to revise the date the contractor assumes responsibility for the Portsmouth site?

Answer: Yes. This was corrected in an amendment to the RFP.

292. Section B.1.4, Incentive Structure of the subject RFP details an incentive fee based on costs (target costs/fee and minimum/maximum fee) and also a cost sharing ratio provision. The minimum incentive fee a contractor would receive appears to be 2% of target cost. Cost sharing, however, appears to have no limit other than the percentage proposed by the small business. Even at a small percentage, say less than 5%, it would not take a very large negative cost variance to require the small business to reimburse the DOE large sums of money-much larger than the assets of the small business.

Is it DOE's intent to allow a small business to go negative or is 2% the absolute floor?

Answer: The share ratio and incentive fee are not two separate incentives. The share ratio indicates how the fee will be calculated if total allowable costs are over or under the Target Cost as specified in Clause I.23, Incentive Fee. The Minimum Fee as stated in the RFP, Section B.1.4, is 2%. The Minimum Fee cannot be less than 2% as a result of a negative cost variance. However, there are other provisions in the contract, such as Section B.1.7, Conditional Payment of Fee, that may result in reductions below the 2% minimum fee.

293. Of the current office space including trailers and fixed facilities and how many are available to the remediation contractor to house personnel? Are these facilities government owned or contractor leased.

Answer: The Government owned facilities in Section J, Attachments 8.1 and 8.2 where the Remediation contractor has been identified as "Operationally Responsible" are available for the Remediation contractor(s) use.

294. [Paducah] Section B.1.6.2 – what are the target CV and SV percentages that will warrant CO consideration for fee reduction?

Answer: The reduction of fee as well as percentages of fee adjustment for cost and schedule variance will be determined by the CO on a case by case basis and will be dependent upon, but not limited to, the following: the significance of the variance(s), the duration of the variance(s), missed regulatory milestone(s) and when the contractor has demonstrated that the condition leading to the adjustment has been corrected.

295. For Past Experience section, DOE has requested projects of similar size and scope within the last 3 years. Since this is small business procurement, and small businesses do not have many projects of similar size and scope, would DOE consider increasing the

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timeframe from 3 years to 5 years?

Answer: The timeframe remains unchanged.

296. [Portsmouth] Amendment No. 1, Page 13 #22-#24, Change No. 22 states reference Section I, Table of Contents, Clause I.47, remove "52.222.47 Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)" and replace with "970.5204-1 Counterintelligence (DEC 2000). Change No. 23 states: Reference Section I, Clause I-47 "52.222.47 Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 1989)", this clause is deleted in its entirety. Change No. 24 states: Reference Section I, Clause I.127 "970.5204-1 Counterintelligence (DEC 2000), move the Clause from I.127 and insert as I.47. I.127 is not 970.5204-1 Counterintelligence (DEC 2000). It is 970.5204-2 Laws, Regulations and DOE Directives (DEC 2000). What action should the offeror take in response to change No. 24?

Answer: Please refer to the text of the I.127 clauses rather than the Table of Contents. There were duplicate I.127s in the text. This should assist in clarifying the changes in Amendment 0001.

297. [Portsmouth] Section L.16(e) This section requires that copies of all teaming (joint venture) agreements be provided in Volume I. Section L.18(t) requires that copies of all teaming (joint venture) agreements be provided in Volume III. Can one set of teaming (joint venture) agreements be provided in the volume specified by DOE, i.e., either Volume I or Volume III?

Answer: Offerors may submit copies in both Volume I and III or submit copies in Volume I and reference where the copies are located in Volume III.

298. [Paducah] The RFP requires the offeror to adopt several BJC programs (Rad Protection Plan, Nuclear Criticality Safety Program, etc.). We also understand that these may be updated and submitted to DOE for approval at a later date. However, several of the implementing procedures for these programs are "owned" by BJC subcontractors. It is our understanding that BJC has reviewed and approved these subcontractor implementing procedures. It is DOE's intent to have BJC obtain these implementing procedures from their subcontractors for turnover to the Remediation Contractor for our use to assure we have a "full program" in place for seamless transition and continuity of operation?

Answer: Procedures, manuals, documents and other materials currently implemented by BJC for the conduct of work (excluding a small amount of proprietary information) will be available for the Remediation contractor(s) to review, adopt or update for use, during the transition period.

299. What process will be followed for required subcontract novations? Will there be an opportunity for negotiations, or will it be a simple matter of signing a form to novate them?

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Answer: The DOE believes your question is related to the contracts identified for assignment in Section J, attachment 6 as “Contractor Shall Assume”. A specific procedure is not applicable to the process to assign these contracts, however it is anticipated that the assignment will be made by contract modification during transition. The Remediation contractor will not automatically be required to assume any liability for outstanding claims and Requests for Equitable Adjustment (REAs). These items will be reviewed and addressed by the new contractor during the transition period. After assignment of the subcontract the Remediation contractor has full contracting authority for negotiations, changes and modifications.

300. Item 1 in Amendment 0003 states that the new contract will start on October 1, 2004. Section B.2.2 presents the anticipated funding profile for the contract, totaling \$273 million. Now that the contract does not begin until FY2005, is the \$14 million in FY2004 funding no longer available, resulting in a total funding profile of \$259 million?

Answer: The funding profile for the contract totaling \$273 million (as identified in Section B.2.2) has not been changed. FY04 funding will be required for transition and will be dependent upon the date of contract award.

301. Presuming the intent is to modify the date the contractor assumes responsibility for Portsmouth from August 16, 2004, to October 1, 2004, will a new commitment date for completion of scrap yard removal be issued? If so, what is the new milestone date?

Answer: The revised milestone completion date is not later than September 30, 2005 and the remaining weight of scrap metal is revised from 2,000 tons to 1,000 tons. Both revisions were included in an amendment.

302. C.2.1.3 Inactive Facilities Removal (Portsmouth). To better prepare estimates for the removal of these facilities: May we have a walk down tour of each of the facilities to familiarize ourselves with the structures and conditions? Please provide on the web all characterization information for the inactive facilities which describes the extent of contamination (i.e., radiological, hazardous substances, asbestos, PCB etc.) and condition of the facilities. Please provide the current safety basis documents for each Inactive Facility describing the categorization (i.e., Cat 2 or 3 nuclear, radiological, industrial, etc.) and hazard classification (low, moderate, or high).

Answer: No additional tours will be provided. The available data for inactive facilities at Portsmouth has been posted to the Remediation Web Site. The Safety Basis documents for Portsmouth have been posted to the Remediation Web Site.

303. Table C.2.2.2 Legacy Waste Type/Waste Stream/ Quantity. (Portsmouth). a. What is the significance of the Early Start and Early Finish dates as noted in the table? Please clarify if the offeror must comply with the individual dates or the overall completion date of September 30, 2007 specified on page C.2-23? b. According to the dates presented, several of the waste populations will be completely disposed of before this contract is

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awarded and transitioned. Does DOE want the offeror to plan and estimate the cost for these wastes? c. Several of the waste populations identified as LLW appear by description to be RCRA mixed-wastes. Please indicate whether 700-1, 705-4, P-450, SW-3, 705-1, 705-11, SW-14a, SW-1, SW-2, SW-11, SW-13, 720-27, CASC-6, ER-2, ER-3, and SW-4 are LLW or MW? d. Please provide the missing information on the tables (ie. NSW-2)

Answer: a. Early Start and Early Finish dates are not regulatory or contractual dates. The identified Early Start and Early Finish dates are for information only, and relate to the current contractor's baseline schedule. Offerors are reminded to plan and schedule all activities in accordance with their own proposed approach to the work. b. Offerors are advised to base their proposal and cost estimate on the information in the RFP- not anticipated completion dates for scheduled activities which have been posted to the website for informational purposes only c./d. Offerors are advised to use the data provided in the RFP to prepare their proposals.

304. [Portsmouth] (a) Part I, Section C.2.1.4.2, "Work to be Performed", states that the contractor shall conduct routine and special inspections of the completed remedies listed in the provided table, but it is not clear [except for the annual controlled burn of X-611A and leachate collection activities at the X-735] whether the Remediation contractor is also responsible for the corrective maintenance activities (e.g., mowing and brush removal, animal trapping/removal, road and fence repair, vegetation reseeding and tree spraying/pruning/watering/replanting, etc.) resulting from these inspections. Part I, Sect. H.17(a), and Sect. J, Attachment 8.2, also delineates that general site grounds maintenance will be provided by DOE through the Infrastructure contractor. Is the Remediation contractor responsible for corrective maintenance activities associated with S&M of completed remedial actions or are such activities included under the grounds services to be provided by the Infrastructure contractor? (b) If the Remediation contractor is responsible for the S&M corrective maintenance activities, will DOE provide the average S&M maintenance cost or a list of maintenance activities performed at these units over the last 3 years?

Answer: Section J, Attachment 8.2 has revised to indicate the Infrastructure contractor is responsible for the "Grounds Service" for the areas listed in the Section C.2.1.4.2 Table. The Remediation contractor is responsible for corrective maintenance activities associated with S&M of the completed remedial actions for the facilities listed in the Section C.2.1.4.2 Table. b. Typical surveillance and maintenance activities that have been performed include the following: quarterly inspections as required by the regulatory closure plans and monthly inspections of the phytoremediation tree plots during the growing season. The phytoremediation tree plots may require replanting of damaged, diseased or dead trees and spraying for insect or disease. Infrequent activities include repair of fences and drain lines.

305. [Portsmouth] Sect. J, Attachment 8.2, lists the Remediation contractor as having operational responsibility for the X-734 Landfill. Is this a remedial unit that should also be added to the S&M table in Part I, Sect. C.2.1.4.2?

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Answer: Yes. The Table in Section C.2.1.4.2 was revised in an amendment.

306. [Portsmouth] Part I, Sect. C.2.1.5.2, states that the contractor shall implement the monitoring and reporting requirements for the Integrated Groundwater Monitoring Plan and NPDES permit, but does not specify any other monitoring requirements. Do other monitoring requirements exist for which the Remediation contractor will be responsible? For example, the DOE RFP website provides the Environmental Monitoring Plan for Paducah, but one is not provided for Portsmouth.

Answer: The Portsmouth Integrated Groundwater Monitoring Plan and the Portsmouth NPDES permit have been posted to the Remediation Web Site.

307. [Portsmouth] Item 1 of Amendment 0003 changes the contract assumption date to October 1, 2004. Item C.2.1.2, Scrap Yard Milestones/Schedule, of Exhibit C.2.0.3 specifies that the X-747H Scrap Yard project is to be completed by September 30, 2004. Since the scrap yard project will be completed before the new contractor assumes responsibility for the new contract, does DOE intend to delete Section C.2.1.2 from the scope of work?

Answer: The revised milestone completion date is not later than September 30, 2005 and the remaining weight of scrap metal has been revised from 2,000 tons to 1,000 tons. Both revisions have been included in an amendment.